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6 SUPERIOR COURT FOR THE STATE OF WASHINGTON
 7 IN AND FOR THE COUNTY OF KING

8 KRISTA PEOPLES, an individual,

9 Plaintiff,

10 v.

11 UNITED SERVICES AUTOMOBILE
 12 ASSOCIATION and USAA CASUALTY
 13 INSURANCE COMPANY,

14 Defendants.

No.

CLASS ACTION

COMPLAINT FOR VIOLATION OF
 CONSUMER PROTECTION ACT
 CHAPTER 19.86 RCW

JURY TRIAL DEMANDED

15 **I. INTRODUCTION**

16 Plaintiff, Krista Peoples, individually and on behalf of all members of the Class of
 17 similarly situated Washington health care providers, allege the following Complaint and
 18 causes of action against United Services Automobile Association and USAA Casualty
 19 Insurance Company (“Defendants” or “USAA”).

20 **II. PARTIES**

21 1. Plaintiff Krista Peoples is a Washington resident. Ms. Peoples was
 22 injured in an auto accident occurring on September 26, 2015, in Seattle, King County,
 23 Washington. During a time period that is material to the allegations herein, Ms.
 24 Peoples resided in Seattle, King County, Washington.

25 2. Defendants United Services Automobile Association and USAA Casualty
 26 Insurance Company are foreign insurance companies that are licensed to do business
 27

CLASS ACTION COMPLAINT - 1

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1 in Washington and did business in Washington and King County during the time period
2 at issue. As used herein, "USAA" refers to the Defendant corporations, United
3 Services Automobile Association and USAA Casualty Insurance Company. USAA has
4 sold and/or underwritten automobile insurance policies in Washington that provided
5 Personal Injury Protection ("PIP") coverage requiring the payment of "all reasonable
6 and necessary" medical expenses incurred by a covered person arising from a covered
7 accident within the meaning of the PIP statute, Chapter 48.22 RCW.

8 **III. JURISDICTION AND VENUE**

9 3. This Court has jurisdiction pursuant to RCW 2.08.010 and RCW
10 4.28.185.

11 4. During the time period at issue, USAA did and continues to do substantial
12 business within King County, Washington.

13 5. Pursuant to RCW 4.12.025 and RCW 4.12.020, venue is proper in the
14 King County Superior Court.

15 **IV. FACTUAL ALLEGATIONS**

16 **A. Plaintiff's individual factual allegations**

17 6. Plaintiff re-alleges and incorporates the allegations set forth in
18 paragraphs 1 through 5 above.

19 7. On September 26, 2015, Plaintiff was merging onto the on-ramp of
20 northbound SR 99, near Bell Street, in Seattle, King County, Washington.

21 8. While yielding for traffic ahead, the vehicle behind Ms. Peoples failed to
22 slow down and crashed into Ms. Peoples's vehicle.

23 9. Plaintiff suffered injuries as a result of the crash and continues to have
24 pain due to crash-related injuries.

25 10. Plaintiff's vehicle sustained substantial damage.

1 11. At the time, Ms. Peoples was insured by USAA through an automobile
2 policy that contained PIP coverage.

3 12. The PIP coverage provided for payment of reasonable and necessary
4 medical expenses.

5 13. Under the PIP statute, PIP coverage requires payment of "all reasonable
6 and necessary" medical expenses. See RCW 48.22.005(7)

7 14. Under insurance regulations, WAC 284-30-330 *et seq*, insurers are
8 required to adopt and implement reasonable procedures for investigating PIP
9 insurance claims before refusing to pay them in full.

10 15. Under insurance regulations, WAC 284-30-330 *et seq*, insurers are
11 required to independently investigate a PIP insurance claim before refusing to pay it in
12 full.

13 16. Under insurance regulations, WAC 284-30-330 *et seq*, insurers are
14 prohibited from misrepresenting facts relating to coverage and payment on a PIP claim.

15 17. Plaintiff sought and received medical treatment for her injuries.

16 18. The medical treatment Ms. Peoples received was causally related to her
17 injuries.

18 19. The medical treatment Ms. Peoples received was reasonable and
19 necessary.

20 20. As a result of receiving medical treatment and services for her injuries,
21 Ms. Peoples incurred medical expenses.

22 21. USAA directs its insureds to have their providers bill USAA for treatment
23 and or directed insureds' providers to bill USAA directly rather than the patient or
24 insured.

25 22. Ms. Peoples's medical treatment providers submitted bills for medical
26 expenses incurred by Ms. Peoples to USAA.

1 23. USAA refused to pay the medical expense bills in full submitted by Ms.
2 Peoples's medical treatment providers.

3 24. USAA refused to pay the medical expense bills in full even though the
4 bills submitted were the result of reasonable and necessary medical expenses.

5 25. USAA refused to pay the medical expense bills in full even though Ms.
6 Peoples's had benefits under her policy that had not been exhausted at the time the
7 bills were submitted.

8 26. For instance, on bills sent to USAA by Ms. Peoples's providers, USAA
9 sent those providers an Explanation of Reimbursement ("EOR").

10 27. The EOR identified the service provider's name and billing address, the
11 billing provider's name and billing address, the patient, the date of service, the CPT
12 number for the treatment service billed, a description of the treatment service, the units
13 of the treatment being billed, the billed amount, and the "REIM Amount," for the
14 reimbursement amount.

15 28. On those EORs where USAA refused to pay Ms. People's medical
16 treatment providers in full, the EOR stated, in pertinent part, that the bill "exceeded a
17 reasonable amount for the service provided." See **Exhibit 1** attached hereto.

18 29. However, USAA conducted no independent investigation into the
19 reasonableness of the bill before refusing to pay it in full.

20 30. USAA relied solely and exclusively on an automated and arbitrary
21 computerized bill review by a third-party, Auto Injury Solutions ("AIS"). The computer
22 generated an EOR stating that the billed amount "exceeded a reasonable amount for
23 the service provided." USAA's practice of having AIS do automated computerized
24 reviews and denials based on an EOR stating that the billed amount "exceeded a
25 reasonable amount for the service provided" added an additional term or condition for
26 payment that the billed amount be less than an arbitrary amount set by the computer.

1 31. USAA did not know or investigate the identify, background, credentials,
2 experience, or any other personal characteristic of the individual provider treating Ms.
3 Peoples or those others in the area before refusing to pay the bill in full.

4 32. USAA did not know or investigate whether the full amount billed
5 exceeded the maximum reasonable amount for similar providers with similar years of
6 experience or credentials in the city or location where the service was provided.

7 33. Ms. Peoples sustained injury and economic damages as a direct and
8 proximate result of USAA's failure to pay her medical expense bills in full, including
9 damages and injury caused by the underpayment of her bills, nonpayment of her bills,
10 and/or delay in payment of her bills.

11 34. USAA also denied total payment on some of Ms. Peoples's medical
12 treatment bills.

13 35. On the EORs at issue, USAA denied payment on Ms. People's medical
14 treatment bills prior to determining whether the bill was reasonable and necessary.

15 See **Exhibit 2** attached hereto.

16 36. On the EORs at issue, USAA claimed that a provider's diagnosis did not
17 "support" the service, the submitted documentation "does not support the medical
18 necessity and/or relatedness of the treatment to the loss following an apparent lapse in
19 treatment, or "Prior review of the submitted documentation did not substantiate the
20 need for continued" therapy.

21 37. However, these statements were false.

22 38. USAA made a decision to deny the bill prior to evaluating the bill for any
23 of the reasons identified in the EORs at issue.

24 39. Prior to denying the bill, USAA did not know or investigate the identity,
25 background, credentials, experience, or any other personal characteristic of the
26 provider treating Ms. Peoples or those others in the area.

1 40. Prior to denying the bill, USAA did not contact or communicate with the
2 provider to discuss Ms. Peoples's treatment, the reasonableness of the bill, or the
3 medical necessity of the treatment.

4 41. Prior to denying the bill, USAA did not contact or communicate with the
5 provider regarding whether additional information was necessary to evaluate the bill.

6 42. Prior to denying the bill, USAA did not contact or communicate with the
7 provider to identify specific information that was necessary to evaluate the.

8 43. Prior to denying the bill, USAA did not contact or communicate with its
9 insured to evaluate her background or any other personal characteristics concerning
10 her treatment, the reasonableness of the bill, or the medical necessity of the treatment.

11 44. Prior to denying the bill, USAA did not contact or communicate with its
12 insured regarding whether additional information was necessary to evaluate the bill.

13 45. Prior to denying the bill, USAA did not contact or communicate with its
14 insured to identify specific information that was necessary to evaluate the bill.

15 46. In denying payment on these bills, USAA relied on a computer program
16 that automatically flags certain bills for denial.

17 47. These flags include arbitrarily and automatically denying bills where there
18 is a 90-day gap in treatment or when the insured has exceeded 13 treatments for
19 certain CPT procedures.

20 48. USAA refused to pay these bills even though Ms. Peoples's providers
21 determined that the treatments were reasonable and necessary.

22 49. USAA's practices proximately caused Ms. Peoples to sustain injury and
23 economic damages.

1 **B. Putative class allegations**

2 50. Plaintiff re-alleges the facts set forth in paragraphs 1 through 33 as if fully
 3 set forth in support of the claims of the Putative Class.

4 51. From at least September 1, 2015 to July 5, 2018, more than 1,100
 5 Washington insureds submitted reasonable medical expense bills for payment under a
 6 USAA PIP policy and had their payments reduced based solely and exclusively on a
 7 computer program. This putative Class consists of residents of multiple counties in
 8 Washington and is geographically diverse.

9 52. The bills submitted for payment to USAA by this putative Class of more
 10 than 1,100 Washington insureds and had their payments reduced solely and
 11 exclusively on a computer program were reasonable.

12 53. From at least September 1, 2015, to July 5, 2018, on those bills at issue,
 13 USAA stated in EORs that the bill exceeded a “reasonable amount for the service
 14 provided.”

15 54. Whenever the EOR stated that the basis for denying full payment of the
 16 amount billed for a CPT procedure was that the bill “exceeded a reasonable amount for
 17 the service provided,” the process for denying payment was the same. The process
 18 was that USAA relied solely and exclusively on an automated and arbitrary
 19 computerized bill review Auto Injury Solutions (“AIS”). The computer generated an
 20 EOR stating that the billed amount “exceeded a reasonable amount for the service
 21 provided.” USAA’s practice of having AIS do automated computerized reviews and
 22 denials based on an EOR stating that the billed amount “exceeded a reasonable
 23 amount for the service provided” added an additional term or condition for payment that
 24 the billed amount be less than an arbitrary amount set by the computer.

25 55. The billed amounts were the provider’s usual and customary charge for
 26 the CPT procedure billed to auto insurers and paid by other auto insurers who did not
 27 use the computer program used by USAA.

1 56. USAA processed, reduced, and paid the bills of the putative Class of
2 more than 1,100 Washington insureds using the same common practices and
3 procedures that were applied to bills submitted by Ms. Peoples and reduced based
4 solely and exclusively on an automated computerized review of bills by AIS.

5 57. The average reduction on each EOR stating that the bill exceeded a
6 "reasonable amount for the service provided" averaged less than \$20.

7 58. The average individual claim of the putative Class of more than 1,100
8 insureds for underpayments of their bills based solely on EORs stating that the bill
9 exceeded a "reasonable amount for the service provided" is likely to be small and less
10 than \$200. The time it would take insureds to contest the reductions makes it
11 economically infeasible and/or impracticable to do so because the average individual
12 reductions are so small.

13 59. The time it would take insureds to contest the reductions or submit
14 additional information to USAA cannot be justified as well because USAA would not
15 and does not consider any such protests or additional information that would be
16 submitted to support the reasonableness of the provider's charge for the CPT
17 procedure billed. There is no information that a Washington provider could submit to
18 USAA that would cause USAA to pay the billed amount in full when the billed amount
19 has been reduced based solely and exclusively on a computer program other than the
20 insured informing USAA that the insured's provider has commenced action against the
21 insured to be paid the difference between the amount billed and the amount paid by
22 USAA.

23 60. Prior to paying insureds' providers less than the full amount billed, USAA
24 had not entered into a contract with the provider to accept less than the provider's
25 usual and customary charge for the services billed other auto insurers.

1 61. USAA had not entered into any contract with the provider to accept less
2 than the market rate for the services provided, defined as the amount a willing patient
3 would pay on the open market for the services.

4 62. Nor did USAA offer to pay the provider in cash, in full, at the time of
5 service.

6 63. USAA did not have a practice of offering to pay providers a reduced
7 "cash rate" at the time of service.

8 64. The amount paid was not based on a fee schedule set by the State of
9 Washington.

10 65. When USAA paid providers treating the putative Class of more than
11 1,100 Washington less than the full amount billed, the USAA claims representative or
12 adjustor assigned to the claim did not independently investigate whether the amount
13 billed was a reasonable amount for the provider to charge for the CPT procedure.

14 66. Before USAA sent the reduced check or payment to those providers, no
15 one else at USAA made such an investigation.

16 67. In paying providers treating the putative Class of more than 1,100
17 Washington insureds less than the full amount billed based, the person who made the
18 payment for USAA relied solely on a "Reim Amount" set out in the EOR as the amount
19 to pay the provider for the CPT procedure billed.

20 68. USAA's practices of making automatic reductions to the bills submitted by
21 the providers treating the putative Class of more than 1,100 Washington insureds were
22 a mere sham used by USAA to avoid its affirmative duty to pay all reasonable medical
23 expense bills submitted and to conduct a reasonable investigation of the provider's PIP
24 claim for reimbursement before denying full payment. The practices were a mere
25 sham because USAA's practices systematically, consistently and repeatedly underpaid
26 providers and resulted in USAA systematically, consistently and repeatedly failing to
27

1 make "payments of all reasonable" medical expenses under its PIP policy as required
2 by the Washington PIP statute.

3 69. The total amount in controversy on the claims of the members of the
4 class described in this Complaint is substantially less than Five Million Dollars
5 (\$5,000,000). The maximum amount of all damages, treble or exemplary damages,
6 costs and attorney fees, and/or any other relief awardable under Washington law is
7 less than Five Million Dollars (\$5,000,000).

8 70. Plaintiff is a member of the Class of 1,100 Washington insureds
9 described above.

10 **a) Civil Procedure Rule 23 Allegations**

11 71. Plaintiff brings this action as a Class Action for damages sustained by
12 Plaintiff and the putative Class of Washington insureds described above pursuant to
13 Rule 23(a) and(b)(3) of the Washington State Superior Court Civil Rules. Plaintiff
14 seeks to certify the following Class:

15 All Washington insureds who from September 1, 2015 to July 5, 2018
16 ("Class period") had their PIP claims for reimbursement of medical
17 expenses reduced by Defendant USAA based solely on an Explanation of
Reimbursement ("EOR") form sent to the insured's provider stating that the
bill exceeded a "reasonable amount for the service provided".

18 72. **CR 23(a)(1):** Class certification is proper under CR 23(a) (1) because the
19 members of the class total more than 1,100 insureds and the insureds are
20 geographically dispersed over numerous cities and counties in the state of
21 Washington.

22 73. Because of the number of Class members and their geographic
23 dispersion, individual joinder of each putative Class member is not practicable.

24 74. **CR 23(a)(2):** Class certification is proper under CR 23(a)(2) because
25 USAA applied a common practice of making reductions to the bills of all Class
26 members over the class period from September 1, 2015 to July 5, 2018. USAA's
27

1 practices raise questions of law and fact common to all members of the Class
2 including:

3 a. Whether USAA's practice of making reductions to class member bills was based
4 on an automated computer review to limit payments on Washington PIP claims.

5 b. Whether USAA relied solely and exclusively on an automated and arbitrary
6 computerized bill review by a third-party, Auto Injury Solutions ("AIS").

7 c. Whether the AIS computer generated an EOR stating that the billed amount
8 "exceeded a reasonable amount for the service provided."

9 d. Whether USAA's practice of having AIS do automated computerized reviews and
10 denials based on an EOR stating that the billed amount "exceeded a reasonable
11 amount for the service provided" added an additional term or condition for
12 payment that the billed amount be less than an arbitrary amount set by the
13 computer.

14 e. Whether it was USAA's practice when making reductions to rely on the "REIM
15 amount" set out by AIS's computer in a draft EOR and to not have USAA
16 adjusters or representatives independently investigate if the full amount billed by
17 the provider was reasonable in the provider's specific location or medical market
18 or the full amount billed was reasonable for that provider to charge for the CPT
19 procedure given the provider's background, experience and individual
20 characteristics.

21 f. Whether USAA's practice of having AIS's computer do automated denials and
22 reductions of provider bills violated the requirement in the PIP statute, RCW
23 48.22.005(7) because the practice resulted in USAA systematically, consistently
24 and repeatedly failing to make "payments for all reasonable" medical expenses
25 submitted on PIP claim.

1 g. Whether USAA's practice of having AIS's computer do automated denials and
2 reductions of provider bills violated the requirement in WAC § 284.30.330 *et seq.*
3 that insurers adopt and implement reasonable procedures for investigating PIP
4 insurance claims before denying full payment to insured's providers because the
5 practice resulted in USAA systematically, consistently and repeatedly using a
6 procedure that does not determine reasonable provider fees.

7 h. Whether USAA's practice of having AIS's computer do automated denials and
8 reductions of provider bills violated the requirement in WAC § 284.30.330 *et seq.*
9 that insurers conduct a reasonable investigation of a PIP insurance claim for
10 payment of all reasonable medical expenses before sending an insured's
11 provider a reduced check that denies full payment because the practice resulted
12 in USAA systematically, consistently and repeatedly using a procedure that could
13 not determine reasonable provider fees and resulted in USAA systematically,
14 consistently and repeatedly failing to make "payments for all reasonable" medical
15 expenses submitted on PIP claims.

16 i. Whether USAA's practice of using an EOR that represented a reimbursement
17 amount that was reduced was based on a determination that the amount billed
18 exceeded "a reasonable amount for the services provided" violated the provision
19 of WAC § 284.30.330 *et seq.* barring insurers from misrepresenting facts relating
20 to their payment of insurance claims because the program USAA relied upon
21 cannot determine the maximum reasonable charge for any CPT procedure in any
22 Washington area.

23 j. Whether USAA's practices of having AIS's computer do automated denials and
24 reductions of provider bills or using a misleading EOR constituted unfair practices
25 that violated the Washington Consumer Protection Act, RCW 19.86 *et seq.*

k. Whether USAA's practices were unfair practices under the standards adopted by Washington Courts including whether the practices were unfair because there were no benefits to insureds from USAA's practices that substantially outweighed the detriment to them and they could not avoid having their bills reduced.

- I. Whether USAA's practices were unfair CPA practices in relationship to the applicable Washington law and regulations relating to the payment of PIP insurance claims, including RCW 4.22.005(7) and WAC § 284.30.330 *et seq.*

m. Whether Class members sustained injury to their business caused by USAA's practice in the form of reduced payments, investigative costs, and out-of-pocket expenses, or in some other manner.

75. **CR 23(a)(3):** Class certification is proper under CR 23(a)(3) because

Plaintiff's claims are typical of the claims of the members of the putative class and

USAA's defenses to the claims of Plaintiff are also typical of the defenses to such

claims. The claims and defenses are typical because they arise out of the same

common policies and practices which USAA applied to all of the putative Class of more

than 1,100 Washington insureds described above. The claims arise from the same

alleged unfair scheme undertaken by USAA to deprive Washington insureds of full

benefits under their PIP policies because whenever the EOR states that the REIM

amount is less than the amount billed and the explanation given is that the amount

“exceeds a reasonable amount” USAA used the same allegedly unfair practice in

denying full payment of the bill.

76. CR 23(a)(4): Class certification is proper under CR 23(a)(4) because

Plaintiff can fairly and adequately represent the interests of the other members of the

Class. Plaintiff has no interests that are antagonistic to the interests of the putative

Class. Plaintiff and the Class have the same interest in seeking full payment of all bills.

that were reduced based solely and exclusively on a computer program. Plaintiff

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1 retained skilled attorneys who have represented claimants and class members with
2 similar claims to those brought in this lawsuit. Plaintiff's counsel have been appointed
3 Class counsel in previous cases involving PIP claims and insurers' reliance upon
4 computer programs to solely and exclusively reduce payments to insureds' providers.

5 **77. CR 23(b)(3):** Class certification is proper under CR 23(b)(3) because the
6 questions of law and fact common to the class, as set forth above predominate over
7 any questions affecting only individual members of the class. Common questions
8 predominate because USAA undertook a common course of conduct towards all
9 members of the class of Washington insureds and applied its practices at issue to all
10 bills submitted under its PIP coverage during the class period.

11 **78.** Class certification is proper under CR 23(b)(3) because a class action is
12 a superior method for adjudicating the claims of the members of the class than more
13 than 1,100 individual actions in numerous cities and counties of Washington that raise
14 the identical factual and legal issues concerning USAA's PIP processing and payment
15 practices.

16 **79.** Class certification is a superior method of adjudicating the claims
17 because the individual class members have little interest in individually controlling the
18 prosecution of their claims. The average amount of the individual claims in controversy
19 is likely to be less than \$200.

20 **80.** The class members are busy individuals who have limited time to devote
21 to the prosecution of their individual claims.

22 **81.** Class certification is a superior method of adjudicating the claims
23 because there is no significant individual litigation already commenced by Washington
24 insureds against USAA raising the identical claims.

25 **82.** Class certification is a superior method of adjudicating the claims
26 because it is desirable to concentrate the litigation and claims in a single forum to avoid
27

1 duplicity of actions and inconsistent adjudications of identical claims. King County is a
2 desirable forum for litigation of the class claims because it is the County in which most
3 class members are located and where the Defendants' in-state witnesses are likely
4 located. The cost to the court system of the various counties where class members
5 are located would be substantial if the claims were adjudicated on an individualized
6 basis.

7 83. Class certification is a superior method of adjudicating the claims
8 because there are few difficulties likely to be encountered in the adjudication of the
9 class members' legal claims. The King County Superior Court certified a litigation class
10 that alleged similar claims in prior litigation. The common liability issues were tried to a
11 jury on a class basis and a verdict entered.

V. PLAINTIFF'S INDIVIDUAL CLAIMS

A. Cause of Action: Violation of the Consumer Protection Act

14 84. Plaintiff re-alleges each and every allegation as set forth in paragraphs 1
15 through 49.

16 85. USAA's practice of denying any and all payments to Plaintiff's providers
17 on medical expenses that were reasonable violated the requirement in the PIP statute,
18 RCW 48.22.005(7), to make payments of "all" reasonable medical expenses submitted.

19 86. USAA's practice of denying any and all payments to Plaintiff's providers
20 on medical expenses that were reasonable violated WAC 284-30-330 *et seq.* that
21 required USAA to adopt and implement reasonable procedures for investigating PIP
22 insurance claims before refusing to pay them in full.

23 87. USAA's practice of denying any and all payments to Plaintiff's providers
24 on medical expenses that were reasonable" violated WAC 284-30-330 *et seq.* that
25 required USAA to independently investigate a PIP insurance claim before refusing to
26 pay it in full.

1 88. USAA's practice of having AIS do automated computerized reviews and
2 denials based on an EOR stating that the billed amount "exceeded a reasonable
3 amount for the service provided" added an additional term or condition for payment that
4 the billed amount be less than an arbitrary amount set by the computer.

5 89. USAA's practice of having AIS do automated computerized reviews and
6 denials based on USAA using a 90 day gap in treatment or 13th treatment flag added
7 an additional term or condition for payment that the billed procedure had to be within a
8 90 day period after the accident or after the last treatment and/or that there had to be
9 less than 13 treatments.

10 90. USAA's practice of falsely claiming a provider's diagnosis did not
11 "support" the service, the submitted documentation "does not support the medical
12 necessity and/or relatedness of the treatment to the loss following an apparent lapse in
13 treatment, or "Prior review of the submitted documentation did not substantiate the
14 need for continued" therapy violated the requirement in WAC 284-30-330 *et seq.* to not
15 misrepresent facts relating to coverage and USAA's payment of the PIP claim

16 91. USAA's practices occurred in the course of its business and commerce.

17 92. USAA's practices were part of a generalized course of conduct repeated
18 on thousands of occasions when provider bills were submitted to USAA for payment
19 under its PIP coverage over the pertinent class period.

20 93. USAA's practice affected the public interest.

21 94. The business of insurance affects the public interest. RCW 48.01.030.

22 **B. Plaintiff's Damages on Individual Claims**

23 95. As a direct and proximate result of USAA's wrongful conduct described in
24 paragraphs 1 through 49 and 84 through 94, Plaintiff sustained injury to her property
25 and damages in an amount to be established at trial.

96. The injury and damages sustained by Plaintiff include, but are not limited to, investigative expenses and out-of-pocket costs incurred as a result of USAA's wrongful conduct.

97. Plaintiff's individual claim is more than \$210 but substantially less than \$60,000.

VI. CLASS CLAIMS

A. Cause of Action: Violation of the Consumer Protection Act

98. Plaintiff re-alleges each and every allegation as set forth in paragraphs 1 through 33 and 50 through 83 above.

99. USAA's practice over the class period of denying full payment as set forth in EORs stating that the bill exceeded a "reasonable amount for the service provided" violated the requirement in the PIP statute, RCW 48.22.005(7), to make payments of "all" reasonable medical expenses submitted.

100. USAA's practice over the class period of denying full payment as set forth in EORs stating that the bill exceeded a "reasonable amount for the service provided" violated WAC 284-30-330 *et seq.* that required USAA to adopt and implement reasonable procedures for investigating PIP insurance claims before refusing to pay them in full.

101. USAA's practice over the class period of denying full payment as set forth in EORs stating that the bill exceeded a "reasonable amount for the service provided" violated WAC 284-30-330 *et seq.* that required USAA to independently investigate a PIP insurance claim before refusing to pay it in full.

102. USAA's practice of having AIS do automated computerized reviews and denials based on an EOR stating that the billed amount "exceeded a reasonable amount for the service provided" added an additional term or condition for payment that the billed amount be less than an arbitrary amount set by the computer.

1 103. USAA's practice over the class period of using a misleading EOR that
2 falsely stated that the reimbursement amount was based on a determination that the
3 amount billed was in excess of the maximum reasonable charge for the service
4 violated the requirement in WAC 284-30-330 *et seq.* to not misrepresent facts relating
5 to coverage and USAA's payment of the PIP claim.

6 104. USAA's practices occurred in the course of its business and commerce.

7 105. USAA's practices were part of a generalized course of conduct repeated
8 on thousands of occasions when provider bills were submitted to USAA for payment
9 under its PIP coverage over the pertinent class period.

10 106. USAA's practice affected the public interest.

11 107. The business of insurance affects the public interest. RCW 48.01.030.

12 108. USAA's practices occurred in the course of its insurance business and
13 adversely affected more than 1,100 Washington insureds.

14 109. USAA's practices over the Class period from September 1, 2015 to July
15 5, 2018 were unfair and in violation of the Washington Consumer Protection Act,
16 Chapter 19.86 RCW *et seq.*

17 110. There were no benefits to insureds from USAA's practices. Any benefit
18 to insureds from USAA's practice was substantially outweighed by the detriments to
19 receiving reduced benefits on PIP claims.

20 111. USAA's practices were unfair and in violation of the Washington
21 Consumer Protection Act, Chapter 19.86 RCW *et seq.*, in relationship to the
22 requirements of the PIP statute and WAC 284-30-330 *et seq.*

23 112. The members of the putative Class of more than 1,100 insureds,
24 including Plaintiff, sustained injury to their business and property caused by USAA's
25 practice in the form of reduced benefits, investigative costs, and out-of-pocket
26 expenses.

27

1 113. The members of the putative Class of more than 100 insureds, including
 2 Plaintiff, sustained damages that were proximately caused as a direct result of USAA's
 3 practices.

4 114. USAA is liable to Plaintiff and the Class for statutory, actual, and treble
 5 damages, prejudgment interest, attorney fees, and costs under the CPA, Chapter
 6 19.86 RCW *et seq.*

7 **B. Class Damages**

8 115. As a direct and proximate result of USAA's wrongful conduct described in
 9 paragraphs 1 through 33, 50 through 83, and 98 through 114 above, Plaintiff and
 10 members of the putative class of Washington insureds sustained injury to their property
 11 and damages in an amount that will be established at trial, but which amount totals
 12 substantially less than \$5,000,000. All relief available to the putative Class under
 13 Washington law for damages, out of pocket expenses, attorney fees and any other
 14 form of relief totals substantially less than \$5,000,000.

15 116. The injury and damages sustained by Plaintiff and putative Class
 16 members include, but are not limited to, investigative expenses and out-of-pocket costs
 17 incurred as a result of USAA's wrongful conduct.

18 117. Excluded from damages are reduced or denied bills submitted on PIP
 19 claims where the policy limits on the claims were already exhausted at the time the bill
 20 was submitted for payment to USAA. Damages include bills that were reduced or
 21 denied when sufficient policy limits existed on the PIP claim to pay the bill when the bill
 22 was submitted to USAA for payment. Damages include out of pocket expenses that
 23 were incurred as a result of USAA's reduction or denial of a bill without regard for
 24 whether and when policy limits became exhausted.

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VII. RELIEF REQUESTED

118. WHEREFORE, Plaintiff and the putative class request that a judgment be entered in their favor against Defendants on their Consumer Protection Act claims and that the Court:

119. Certify the case as a Class Action under CR 23(a) and 23(b)(3) on behalf of the alleged putative class of insureds;

120. Award actual damages to be established at trial as provided by the Consumer Protection Act (“CPA”), Chapter 19.86 RCW *et seq.*;

121. Award treble damages as provided by the CPA, Chapter 19.86 RCW et seq.;

122. Award Plaintiff a reasonable class representative fee in an amount approved by the Court and award reasonable attorney's fees and costs as provided by the CPA and class action law in amounts approved by the Court;

123. Award Plaintiff and the Class prejudgment interest at the rate of 12% per annum as provided by the CPA, Chapter 19.86 RCW *et seq.*, or such other rate as provided by law; and

124. Award Plaintiff and the Class, their reasonable litigation expenses, disbursements, and costs of suit.

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1 DATED: July 9, 2018.

2 BRESKIN JOHNSON TOWNSEND, PLLC

3 By: *s/Brendan W. Donckers*

4 David E. Breskin, WSBA #10607
5 Brendan W. Donckers, WSBA #39406
6 1000 Second Avenue, Suite 3670
7 Seattle, WA 98104
8 Tel: (206) 652-8660
9 dbreskin@bjtlegal.com
10 bdonckers@bjtlegal.com

11 WASHINGTON INJURY LAWYERS PLLC

12 By: *s/Young-Ji Ham*

13 Young-Ji Ham, WSBA #46421
14 1001 Fourth Avenue, Suite 3200
15 Seattle, WA 98154
16 Tel: (425) 312-3057
17 youngji@washinjurylaw.com

18 *Attorneys for Plaintiff*

EXHIBIT 1



EXPLANATION OF REIMBURSEMENT ("EOR")

This is not a bill

Copy

Representative Copy

Washington

Company	: 002 - United Services Automobile Association	Member Number : [REDACTED] Adj# CE1-06839-00061
Receive Date	: 01/16/2016	Date Of Loss : 09/26/2015
Service Provider	: WU, ALBERT 26-3847183 608 8TH AVE S SEATTLE WA 98104	Customer Service : 866-673-3443 Fax : 888-272-1255
Provider Title	: Chiropractor	Representative : JENNA LABOURR WASHINGTON INJURY LAWYERS 2211 ELLIOT AVE SEATTLE, WA 98121
Provider Specialty	:	
Billing Provider	: BACK AND NECK PAIN CENTERS 608 8TH AVE S SEATTLE WA 98104	
Patient	:	

The enclosed information is to inform you of the adjusting decision that has been made by USAA concerning your claim for payment of medical bills pursuant to your available coverages. Please review the billed services noted below for accuracy of treatment received. If the services billed do not reflect the treatment that you received, please immediately contact your USAA claims representative. If this form indicates that further information is requested from the provider in order to make a payment decision, please request that your provider supply that information. If you or your provider have questions concerning the information contained on this form or any accompanying physician's letter, or do not agree with the adjusting decision of USAA, please see the last page of this form for instructions regarding the procedure for obtaining answers to questions or to formally appeal this adjusting decision. Payments reflected on this EOR are sent separately from this EOR.

Dates Of Service : 12/14/2015 to 12/30/2015

WARNING: Per Wash. Rev. Code Ann. 48.135.080, "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insuran

ICD REF	ICD	POA	IND	DIAGNOSIS DESCRIPTION
1	S13.4XXA		ICD-0	Sprain lig cerv spine initial enc
2	S23.3XXA		ICD-0	Sprain ligaments t-spine initial
3	S33.5XXA		ICD-0	Sprain ligaments lumbar spn initial
4	S13.130A		ICD-0	Sublux c2/c3 cerv vertebrae initial
5	S23.122A		ICD-0	Subluxation l3/l4 thor vert initial
6	S33.130A		ICD-0	Sublux l3/l4 lumbar vert initial
7	S33.8XXA		ICD-0	Sprain oth parts lumb spn pelv init
8	S33.39XA		ICD-0	Disloc oth parts lumb spn pelv init
9	S73.011A		ICD-0	Post subluxation rt hip initial
10	G47.9		ICD-0	Sleep disorder unspecified
11	M79.1		ICD-0	Myalgia
12	M62.838		ICD-0	Other muscle spasm

LINE NR	DATE OF SERVICE	CPT CODE	MOD	DESCRIPTION	UNITS	BILLED AMOUNT	†PENALTY REDUCTION	REIM AMOUNT	REASON CODE
1	12/14/15	98941		Chiropractic manipulative tx spinal 3-4 region	1	76.00	0.00	76.00	

ICD Ref 1,2,3,4

Claim Rep: Carlos Mendez
800-531-8722



Billing Provider :	BACK AND NECK PAIN CENTERS	Member Number :	██████████	UX9278771- EORID -we
Service Provider :	WU, ALBERT	Copy		
Patient Name :	██████████	Total Charges :	\$ 392.00	
		Dates Of Service :	12/14/2015 - 12/30/2015	

2 12/14/15 97530 Therapeutic activity direct pt contact each 15 m 1 82.00 0.00 66.90 RF_2

ICD Ref 1,2,3,4

3 12/15/15 99212 25 Office outpatient visit 10 minutes 1 100.00 0.00 100.00

ICD Ref 1,2,3,4

4 12/15/15 98940 Chiropractic manipulative tx spinal 1-2 region 1 58.00 0.00 58.00

ICD Ref 1,2,3,4

5 12/30/15 98941 Chiropractic manipulative tx spinal 3-4 region 1 76.00 0.00 76.00

ICD Ref 1,2,3,4

Total Lines : 5 392.00 0.00 376.90

Reimbursement Amount : 376.90
 Apportionment % :
 Subtotal : 376.90
 Less Deductible : 0.00
 Limited Benefits/Copay : 0.00
 Collateral Source/Healthcare Carrier Payment : 0.00
 Plus Interest : 0.00
 EOR Check Amount : 376.90
 Allocated PIP Payment : 376.90
 Allocated MedPay Payment : 0.00

Comments : Payment for reimbursed amount was mailed separately to the medical provider or their representative.

EXPLANATION	EXPLANATION FOR THE REVIEW AMOUNT	REF DOC_ID	REF LINE NUMBER
RF_2	The charge exceeds a reasonable amount for the service provided. If you do not accept the recommended amount stated on this EOR as payment in full for this line item, please submit further documentation or explanation to support the reasonableness of the charge submitted by you for payment.		



Claim Rep: Carlos Mendez
800-531-8722



Billing Provider :	BACK AND NECK PAIN CENTERS	Member Number : [REDACTED]	UX9278771- EORID -we
Service Provider :	WU, ALBERT	Copy	
Patient Name :	[REDACTED]	Total Charges :	\$ 392.00
		Dates Of Service :	12/14/2015 - 12/30/2015

ce benefits."

Claim Rep: Carlos Mendez
800-531-8722

Printed On --

26-Jan-2016 7:15 am

Page 3 of 3

How to Obtain Answers to Questions about USAA's Explanation of Reimbursement (EOR) and How to Submit a Formal Appeal

You or your health care provider may have questions regarding the information contained in this Explanation of Reimbursement (EOR). You or your provider may also wish to formally appeal the results of USAA's claim payment decision.

How to Obtain Answers to Questions about Your EOR

For questions concerning the information contained in this EOR or any accompanying physician's letter, contact Auto Injury Solutions (AIS) customer service at (866) 673-3443. AIS is an independent contractor that provides a medical bill auditing tool to assist USAA in reviewing health care provider services and charges to ensure billing accuracy, to avoid duplication of payment, to identify treatment that is reasonable, necessary, and appropriate for accident related injuries, and to evaluate the reimbursement amount. If, after speaking with AIS customer service, you have additional questions about benefits available under your medical coverage, please contact your USAA claim representative.

How to Submit a Formal Appeal of the Claim Payment Decision

If you or your health care providers do not accept the amounts stated on this EOR as payment in full from USAA, please submit your written notice of appeal of USAA's claim payment decision to the following address:

Auto Injury Solutions
Attn: USAA Medical Mail Dept.
P. O. BOX 5000
Daphne, AL 36526

To expedite processing, the formal written appeal should:

1. Include a copy of each EOR containing a claim decision you dispute;
2. Specify the items in the EOR(s) you wish to dispute;
3. Contain an explanation of why you disagree with the payment decision;
4. Include all of the provider's records pertaining to the diagnosis and treatment of the patient referenced on the reverse side if these have not been previously provided;
5. Be signed and dated; and
6. Be mailed to the above address.

All appeals must be signed and dated.

USAA will provide a written response to the appeal.





Billing Provider :	BAC CEN	NECK PAIN	Member Number :	UX912
Service Provider :	WU, ALBERT			
Patient Name :	[REDACTED]			
Total Charges : \$ 474.00				
Dates Of Service : 11/19/2015 - 11/23/2015				

2	11/19/15	97530	Therapeutic activity direct pt contact each 15 m	1	82.00	0.00	66.90	RF_2
ICD Ref	1,2,3,4							
3	11/20/15	98941	Chiropractic manipulative tx spinal 3-4 region	1	76.00	0.00	76.00	
ICD Ref	1,2,3,4							
4	11/20/15	97530	Therapeutic activity direct pt contact each 15 m	1	82.00	0.00	66.90	RF_2
ICD Ref	1,2,3,4							
5	11/23/15	98941	Chiropractic manipulative tx spinal 3-4 region	1	76.00	0.00	76.00	
ICD Ref	1,2,3,4							
6	11/23/15	97530	Therapeutic activity direct pt contact each 15 m	1	82.00	0.00	66.90	RF_2
Total Lines :	6				474.00	0.00	428.70	

Reimbursement Amount : 428.70
Apportionment % :
Subtotal : 428.70
Less Deductible : 0.00
Limited Benefits/Copay : 0.00
Collateral Source/Healthcare Carrier Payment : 0.00
Plus Interest : 0.00
EOR Check Amount : 428.70
Allocated PIP Payment : 428.70
Allocated MedPay Payment : 0.00

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 DEC 11 2015
 BY

Comments : Payment for reimbursed amount was mailed separately to the medical provider or their representative.

EXPLANATION	EXPLANATION FOR THE REVIEW AMOUNT	REF DOC_ID	REF LINE NUMBER
RF_2	The charge exceeds a reasonable amount for the service provided. If you do not accept the recommended amount stated on this EOR as payment in full for this line item, please submit further documentation or explanation to support the reasonableness of the charge submitted by you for payment.		

Claim Rep: Carlos Mendez
800-531-8722 x



EXHIBIT 2



EXPLANATION OF REIMBURSEMENT ("EOR")

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Representative Copy

Washington

Company	: 002 - United Services Automobile Association	Member Number : [REDACTED] Adj# CE1-06839-00014
Receive Date	: 05/06/2016	Date Of Loss: 09/26/2015
Service Provider	: WU, ALBERT 26-3847183 608 8TH AVE S SEATTLE WA 98104	Customer Service : 866-673-3443 Fax : 888-272-1255
Provider Title	: Chiropractor	Representative : JENNA LABOURR WASHINGTON INJURY LAWYERS 2211 ELLIOT AVE SEATTLE, WA 98121
Provider Specialty	:	
Billing Provider	: BACK AND NECK PAIN CENTERS 608 8TH AVE S SEATTLE WA 98104	
Patient	:	[REDACTED]

The enclosed information is to inform you of the adjusting decision that has been made by USAA concerning your claim for payment of medical bills pursuant to your available coverages. Please review the billed services noted below for accuracy of treatment received. If the services billed do not reflect the treatment that you received, please immediately contact your USAA claims representative. If this form indicates that further information is requested from the provider in order to make a payment decision, please request that your provider supply that information. If you or your provider have questions concerning the information contained on this form or any accompanying physician's letter, or do not agree with the adjusting decision of USAA, please see the last page of this form for instructions regarding the procedure for obtaining answers to questions or to formally appeal this adjusting decision. Payments reflected on this EOR are sent separately from this EOR.

Dates Of Service : 04/21/2016 to 04/21/2016

WARNING: Per Wash. Rev. Code Ann. 48.135.080, "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insuran

ICD REF	ICD	POA	IND	DIAGNOSIS DESCRIPTION
1	S13.4XXA		ICD-0	Sprain lig cerv spine initial enc
2	S23.3XXA		ICD-0	Sprain ligaments t-spine initial
3	S33.5XXA		ICD-0	Sprain ligaments lumbar spn initial
4	S13.130A		ICD-0	Sublux c2/c3 cerv vertebrae initial
5	S23.122A		ICD-0	Subluxation l3/l4 thor vert initial
6	S33.130A		ICD-0	Sublux l3/l4 lumbar vert initial
7	S33.8XXA		ICD-0	Sprain oth parts lumb spn pelv init
8	S33.39XA		ICD-0	Disloc oth parts lumb spn pelv init
9	S73.011A		ICD-0	Post subluxation rt hip initial
10	G47.9		ICD-0	Sleep disorder unspecified
11	M79.1		ICD-0	Myalgia
12	M62.838		ICD-0	Other muscle spasm

LINE	DATE OF NR SERVICE	CPT CODE	MOD	DESCRIPTION	UNITS	BILLED AMOUNT	+PENALTY REDUCTION	REIM AMOUNT	REASON CODE
1	4/21/16	99212	25	Office outpatient visit 10 minutes	1	100.00	0.00	0.00	PR167

ICD Ref 1,2,3,4

Claim Rep: Holly Pool
800-531-8722 x 35225



Billing Provider :	BACK AND NECK PAIN CENTERS	Member Number :	[REDACTED]	AM5995098- EORID -we
Service Provider :	WU, ALBERT	Copy		
Patient Name :	[REDACTED]	Total Charges :	\$ 100.00	
		Dates Of Service :	04/21/2016 - 04/21/2016	

Total Lines :	1	100.00	0.00	0.00
---------------	---	--------	------	------

Reimbursement Amount :	0.00
Apportionment % :	
Subtotal :	0.00
Less Deductible :	0.00
Limited Benefits/Copay :	0.00
Collateral Source/Healthcare Carrier Payment :	0.00
Plus Interest :	0.00
EOR Check Amount :	0.00
Allocated PIP Payment :	0.00
Allocated MedPay Payment :	0.00

Comments :

EXPLANATION	EXPLANATION FOR THE REVIEW AMOUNT	REF	REF LINE NUMBER
		DOC_ID	
PR167	Review of the submitted documentation does not substantiate the medical necessity and/or relatedness of the treatment to the loss following an apparent lapse in treatment. Please see the attached physician letter.		

Claim Rep: Holly Pool
800-531-8722 x 35225





EXPLANATION OF REIMBURSEMENT ("EOR")

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Washington

Company : 002 - United Services Automobile Association

Member Number : [REDACTED] Adj# CE1-06839-00014

Receive Date : 03/03/2016

Date Of Loss: 09/26/2015

Service Provider : WECZOREK, LARISA

Customer Service : 866-673-3443

91-2177294 8750 GREENWOOD AVENUE N SUITE

Fax : 888-272-1255

SEATTLE WA 98103

Representative : JENNA LABOURR
WASHINGTON INJURY LAWYERS
2211 ELLIOT AVE
SEATTLE, WA 98121

Provider Title : Physical Therapist

Provider Specialty :

Billing Provider : GREENWOOD PHYSICAL THERAPY
8750 GREENWOOD AVENUE N SUITE
SEATTLE WA 98103

Patient :

The enclosed information is to inform you of the adjusting decision that has been made by USAA concerning your claim for payment of medical bills pursuant to your available coverages. Please review the billed services noted below for accuracy of treatment received. If the services billed do not reflect the treatment that you received, please immediately contact your USAA claims representative. If this form indicates that further information is requested from the provider in order to make a payment decision, please request that your provider supply that information. If you or your provider have questions concerning the information contained on this form or any accompanying physician's letter, or do not agree with the adjusting decision of USAA, please see the last page of this form for instructions regarding the procedure for obtaining answers to questions or to formally appeal this adjusting decision. Payments reflected on this EOR are sent separately from this EOR.

Dates Of Service : 02/26/2016 to 02/26/2016

WARNING: Per Wash. Rev. Code Ann. 48.135.080, "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insuran

ICD REF	ICD	POA	IND	DIAGNOSIS DESCRIPTION
1	M54.5		ICD-0	Low back pain
2	M25.551		ICD-0	Pain in right hip

LINE	DATE OF NR SERVICE	CPT CODE	MOD	DESCRIPTION	UNITS	BILLED AMOUNT	†PENALTY REDUCTION	REIM AMOUNT	REASON CODE
1	2/26/16	97110		Therapeutic px 1/> areas each 15 min exerc	4	240.00	0.00	0.00	PR49

ICD Ref 1,2

Total Lines : 1 240.00 0.00 0.00

Claim Rep: Holly Pool
800-531-8722 x 35225



Billing Provider : GREENWOOD PHYSICAL THERAPY **Member Number :** [REDACTED] **AM5852954- EORID -Ma**
Service Provider : WECZOREK, LARISA **Copy**
Patient Name : [REDACTED] **Total Charges :** \$ 240.00
Dates Of Service : 02/26/2016 - 02/26/2016

Reimbursement Amount :	0.00
Apportionment % :	
Subtotal :	0.00
Less Deductible :	0.00
Limited Benefits/Copay :	0.00
Collateral Source/Healthcare Carrier Payment :	0.00
Plus Interest :	0.00
EOR Check Amount :	0.00
Allocated PIP Payment :	0.00
Allocated MedPay Payment :	0.00

Comments :

EXPLANATION	EXPLANATION FOR THE REVIEW AMOUNT	REF DOC_ID	REF LINE NUMBER
PR49	Review of the submitted documentation does not substantiate the medical necessity of the physical therapy provided. Please see attached physician letter.		

Claim Rep: Holly Pool
800-531-8722 x 35225





EXPLANATION OF REIMBURSEMENT ("EOR")

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Representative Copy

Washington

Company	: 002 - United Services Automobile Association	Member Number : [REDACTED] Adj# CE1-06839-00014
Receive Date	: 03/04/2016	Date Of Loss: 09/26/2015
Service Provider	: SNYDER, BENJAMIN D 3213 EASTLAKE AVENUE EAST SUITE A SEATTLE WA 98102	Customer Service : 866-673-3443 Fax : 888-272-1255
Provider Title	: MD	Representative : JENNA LABOURR WASHINGTON INJURY LAWYERS 2211 ELLIOT AVE SEATTLE, WA 98121
Provider Specialty	:	
Billing Provider	: SEATTLE SPINE SPORTS MEDICINE 3213 EASTLAKE AVENUE EASTSUITE A SEATTLE WA 98102	

Patient : [REDACTED]

The enclosed information is to inform you of the adjusting decision that has been made by USAA concerning your claim for payment of medical bills pursuant to your available coverages. Please review the billed services noted below for accuracy of treatment received. If the services billed do not reflect the treatment that you received, please immediately contact your USAA claims representative. If this form indicates that further information is requested from the provider in order to make a payment decision, please request that your provider supply that information. If you or your provider have questions concerning the information contained on this form or any accompanying physician's letter, or do not agree with the adjusting decision of USAA, please see the last page of this form for instructions regarding the procedure for obtaining answers to questions or to formally appeal this adjusting decision. Payments reflected on this EOR are sent separately from this EOR.

Dates Of Service : 02/01/2016 to 02/01/2016

WARNING: Per Wash. Rev. Code Ann. 48.135.080, "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance."

ICD REF	ICD	POA	IND	DIAGNOSIS DESCRIPTION
1	S33.5XXD		ICD-0	Sprain ligaments lumbar spn subsqt
2	M46.1		ICD-0	Sacrolilitis nec
3	M25.661		ICD-0	Pain in right knee
4	M62.40		ICD-0	Contracture of muscle uns site

LINE NR	DATE OF SERVICE	CPT CODE	MOD	DESCRIPTION	UNITS	BILLED AMOUNT	†PENALTY REDUCTION	REIM AMOUNT	REASON CODE
1	2/01/16	99214		Office outpatient visit 25 minutes	1	190.00	0.00	0.00	PR176

ICD Ref 1,2,3,4

Total Lines : 1 **190.00** **0.00** **0.00**

Claim Rep: Holly Pool
800-531-8722 x 35225



Billing Provider : SEATTLE SPINE SPORTS MEDICINE **Member Number :** [REDACTED] **AM5856593- EORID -Ma**
Service Provider : SNYDER, BENJAMIN D **Copy**
Patient Name : [REDACTED] **Total Charges :** \$ 190.00
Dates Of Service : 02/01/2016 - 02/01/2016

Reimbursement Amount : 0.00
Apportionment % : 0.00
Subtotal : 0.00
Less Deductible : 0.00
Limited Benefits/Copay : 0.00
Collateral Source/Healthcare Carrier Payment : 0.00
Plus Interest : 0.00
EOR Check Amount : 0.00
Allocated PIP Payment : 0.00
Allocated MedPay Payment : 0.00

Comments :

EXPLANATION	EXPLANATION FOR THE REVIEW AMOUNT	REF DOC_ID	REF LINE NUMBER
PR176	Review of the submitted documentation does not substantiate the treatment provided is related to the loss. Services not related to the accident are not reimbursable. Please see attached physician letter.		

Claim Rep: Holly Pool
800-531-8722 x 35225





EXPLANATION OF REIMBURSEMENT ("EOR")

This is not a bill
Copy
Representative Copy

Washington

Company	: 002 - United Services Automobile Association	Member Number : [REDACTED] Adj# CE1-06839-00061
Receive Date	: 01/23/2016	Date Of Loss: 09/26/2015
Service Provider	: QUAN, DOMINIC 26-3847183	Customer Service : 866-673-3443 Fax : 888-272-1255
	608 8TH AVE S SEATTLE WA 98104	
Provider Title	: Massage Therapist	Representative : JENNA LABOURR WASHINGTON INJURY LAWYERS 2211 ELLIOT AVE SEATTLE, WA 98121
Provider Specialty	:	
Billing Provider	: BACK AND NECK PAIN CENTERS 608 8TH AVE S SEATTLE WA 98104	
Patient	:	

The enclosed information is to inform you of the adjusting decision that has been made by USAA concerning your claim for payment of medical bills pursuant to your available coverages. Please review the billed services noted below for accuracy of treatment received. If the services billed do not reflect the treatment that you received, please immediately contact your USAA claims representative. If this form indicates that further information is requested from the provider in order to make a payment decision, please request that your provider supply that information. If you or your provider have questions concerning the information contained on this form or any accompanying physician's letter, or do not agree with the adjusting decision of USAA, please see the last page of this form for instructions regarding the procedure for obtaining answers to questions or to formally appeal this adjusting decision. Payments reflected on this EOR are sent separately from this EOR.

Dates Of Service : 01/08/2016 to 01/08/2016

WARNING: Per Wash. Rev. Code Ann. 48.135.080, "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance."

ICD REF	ICD	POA	IND	DIAGNOSIS DESCRIPTION
1	S16.1XXA		ICD-0	Strn musc fasc tendon neck lev1 int
2	S29.012A		ICD-0	Strn msc tendon back wall thor init
3	S39.012A		ICD-0	Strain musc fasc tendon lw back int
4	R51		ICD-0	Headache

LINE	DATE OF NR SERVICE	CPT CODE	MOD	DESCRIPTION	UNITS	BILLED AMOUNT	†PENALTY REDUCTION	REIM AMOUNT	REASON CODE
1	1/08/16	97124		Ther px 1/> areas each 15 minutes massage	4	135.00	0.00	0.00	PR162

ICD Ref 1,2,3,4

Total Lines :	1	135.00	0.00	0.00
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Claim Rep: Carlos Mendez
800-531-8722



Billing Provider :	BACK AND NECK PAIN CENTERS	Member Number :	██████████	UX9306696- EORID -li
Service Provider :	QUAN, DOMINIC	Copy		
Patient Name :	██████████	Total Charges :	\$ 135.00	
		Dates Of Service :	01/08/2016	- 01/08/2016

Reimbursement Amount :	0.00
Apportionment % :	
Subtotal :	0.00
Less Deductible :	0.00
Limited Benefits/Copay :	0.00
Collateral Source/Healthcare Carrier Payment :	0.00
Plus Interest :	0.00
EOR Check Amount :	0.00
Allocated PIP Payment :	0.00
Allocated MedPay Payment :	0.00

Comments :

EXPLANATION	EXPLANATION FOR THE REVIEW AMOUNT	REF DOC_ID	REF LINE NUMBER
PR162	Review of the submitted documentation does not substantiate the medical necessity for passive physical therapy in the absence of active physical therapy at this state in treatment. Please see attached physician letter.		

Claim Rep: Carlos Mendez
800-531-8722





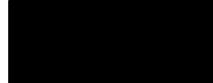
EXPLANATION OF REIMBURSEMENT ("EOR")

This is not a bill
Copy
Representative Copy

Washington

Company	: 002 - United Services Automobile Association	Member Number : [REDACTED] Adj# CE1-06839-00014
Receive Date	: 02/01/2016	Date Of Loss: 09/26/2015
Service Provider	: WECZOREK, LARISA 91-2177294 8750 GREENWOOD AVENUE N SUITE	Customer Service : 866-673-3443 Fax : 888-272-1255
	SEATTLE WA 98103	Representative : JENNA LABOURR WASHINGTON INJURY LAWYERS 2211 ELLIOT AVE SEATTLE, WA 98121
Provider Title	: Physical Therapist	
Provider Specialty	:	
Billing Provider	: GREENWOOD PHYSICAL THERAPY 8750 GREENWOOD AVENUE N SUITE SEATTLE WA 98103	

Patient



The enclosed information is to inform you of the adjusting decision that has been made by USAA concerning your claim for payment of medical bills pursuant to your available coverages. Please review the billed services noted below for accuracy of treatment received. If the services billed do not reflect the treatment that you received, please immediately contact your USAA claims representative. If this form indicates that further information is requested from the provider in order to make a payment decision, please request that your provider supply that information. If you or your provider have questions concerning the information contained on this form or any accompanying physician's letter, or do not agree with the adjusting decision of USAA, please see the last page of this form for instructions regarding the procedure for obtaining answers to questions or to formally appeal this adjusting decision. Payments reflected on this EOR are sent separately from this EOR.

Dates Of Service : 01/26/2016 to 01/26/2016

WARNING: Per Wash. Rev. Code Ann. 48.135.080, "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insuran

ICD REF	ICD	POA	IND	DIAGNOSIS DESCRIPTION
1	M54.5		ICD-0	Low back pain
2	M25.551		ICD-0	Pain in right hip

LINE NR	DATE OF SERVICE	CPT CODE	MOD	DESCRIPTION	UNITS	BILLED AMOUNT	†PENALTY REDUCTION	REIM AMOUNT	REASON CODE
1	1/26/16	97110		Therapeutic px 1/> areas each 15 min exerc	3	180.00	0.00	0.00	PR49

ICD Ref	1,2								
2	1/26/16	97140		Manual therapy tqs 1/> regions each 15 min	1	55.00	0.00	0.00	PR49

ICD Ref	1,2							
Total Lines :	2				235.00	0.00	0.00	

Claim Rep: Holly Pool
800-531-8722 x 35225



Billing Provider :	GREENWOOD PHYSICAL THERAPY	Member Number :	██████████	UX9339457- EORID -we Copy
Service Provider :	WECZOREK, LARISA	Total Charges :	\$ 235.00	
Patient Name :	██████████	Dates Of Service :	01/26/2016 - 01/26/2016	

Reimbursement Amount :	0.00
Apportionment % :	
Subtotal :	0.00
Less Deductible :	0.00
Limited Benefits/Copay :	0.00
Collateral Source/Healthcare Carrier Payment :	0.00
Plus Interest :	0.00
EOR Check Amount :	0.00
Allocated PIP Payment :	0.00
Allocated MedPay Payment :	0.00

Comments :

EXPLANATION	EXPLANATION FOR THE REVIEW AMOUNT	REF DOC_ID	REF LINE NUMBER
PR49	Review of the submitted documentation does not substantiate the medical necessity of the physical therapy provided. Please see attached physician letter.		

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EXPLANATION OF REIMBURSEMENT ("EOR")

This is not a bill
Copy
Representative Copy

Washington

Company	: 002 - United Services Automobile Association	Member Number : [REDACTED] Adj# CE1-06839-00014
Receive Date	: 02/04/2016	Date Of Loss: 09/26/2015
Service Provider	: WU, ALBERT 26-3847183 608 8TH AVE S SEATTLE WA 98104	Customer Service : 866-673-3443 Fax : 888-272-1255
Provider Title	: Chiropractor	Representative : JENNA LABOURR WASHINGTON INJURY LAWYERS 2211 ELLIOT AVE SEATTLE, WA 98121
Provider Specialty	:	
Billing Provider	: BACK AND NECK PAIN CENTERS 608 8TH AVE S SEATTLE WA 98104	

Patient : [REDACTED]

The enclosed information is to inform you of the adjusting decision that has been made by USAA concerning your claim for payment of medical bills pursuant to your available coverages. Please review the billed services noted below for accuracy of treatment received. If the services billed do not reflect the treatment that you received, please immediately contact your USAA claims representative. If this form indicates that further information is requested from the provider in order to make a payment decision, please request that your provider supply that information. If you or your provider have questions concerning the information contained on this form or any accompanying physician's letter, or do not agree with the adjusting decision of USAA, please see the last page of this form for instructions regarding the procedure for obtaining answers to questions or to formally appeal this adjusting decision. Payments reflected on this EOR are sent separately from this EOR.

Dates Of Service : 01/20/2016 to 01/20/2016

WARNING: Per Wash. Rev. Code Ann. 48.135.080, "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance."

ICD REF	ICD	POA	IND	DIAGNOSIS DESCRIPTION
1	S13.4XXA		ICD-0	Sprain lig cerv spine initial enc
2	S23.3XXA		ICD-0	Sprain ligaments t-spine initial
3	S33.5XXA		ICD-0	Sprain ligaments lumbar spn initial
4	S13.130A		ICD-0	Sublux c2/c3 cerv vertebrae initial
5	S23.122A		ICD-0	Subluxation l3/l4 thor vert initial
6	S33.130A		ICD-0	Sublux l3/l4 lumbar vert initial
7	S33.8XXA		ICD-0	Sprain oth parts lumb spn pelv init
8	S33.39XA		ICD-0	Disloc oth parts lumb spn pelv init
9	S73.011A		ICD-0	Post subluxation rt hip initial
10	G47.9		ICD-0	Sleep disorder unspecified
11	M79.1		ICD-0	Myalgia
12	M62.838		ICD-0	Other muscle spasm

LINE NR	DATE OF SERVICE	CPT CODE	MOD	DESCRIPTION	UNITS	BILLED AMOUNT	†PENALTY REDUCTION	REIM AMOUNT	REASON CODE
1	1/20/16	99212	25	Office outpatient visit 10 minutes	1	100.00	0.00	0.00	PR172

ICD Ref 1,2,3,4

**Claim Rep: Holly Pool
800-531-8722 x 35225**



Billing Provider :	BACK AND NECK PAIN CENTERS	Member Number :	[REDACTED]	UX9349645- EORID -we
Service Provider :	WU, ALBERT	Copy		
Patient Name :	[REDACTED]	Total Charges :	\$ 158.00	
		Dates Of Service :	01/20/2016 - 01/20/2016	

2 1/20/16 98940 Chiropractic manipulative tx spinal 1-2 region 1 58.00 0.00 0.00 SR180

ICD Ref 1,2,3,4

Total Lines : 2 158.00 0.00 0.00

Reimbursement Amount :	0.00
Apportionment % :	
Subtotal :	0.00
Less Deductible :	0.00
Limited Benefits/Copay :	0.00
Collateral Source/Healthcare Carrier Payment :	0.00
Plus Interest :	0.00
EOR Check Amount :	0.00
Allocated PIP Payment :	0.00
Allocated MedPay Payment :	0.00

Comments :

EXPLANATION	EXPLANATION FOR THE REVIEW AMOUNT	REF DOC_ID	REF LINE NUMBER
PR172	Review of the submitted documentation does not substantiate that the treatment provided is medically necessary and/or related to the loss. Please see attached physician letter.		
SR180	Prior review of the submitted documentation did not substantiate the need for continued manipulation therapy. Please refer to the physician letter generated with the Doc Id referenced below in the comments.		

Claim Rep: Holly Pool
800-531-8722 x 35225

